

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. Subject to space limitations and Requesting Carrier's compliance with the applicable request process and payment requirements for the space, Ameritech shall provide space, as requested by Requesting Carrier, to meet Requesting Carrier's needs for placement of equipment necessary for Interconnection and access to Network Elements.
2. Ameritech shall allow requests for contiguous space in increments of 100 ft² if the space is not subject to outstanding requests by other Telecommunications Carriers.
3. Other than reasonable security restrictions, Ameritech shall place no restriction on access to the Requesting Carrier Collocated space by Requesting Carrier's employees and designated agents. Such space shall be available to Requesting Carrier designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those Ameritech places on its own personnel or independent contractors.
4. For each building in which Collocated space is provided and upon request by Requesting Carrier for that building, Ameritech will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire in such form as agreed to by the Implementation Team. Requesting Carrier may provide this questionnaire with its request for Collocation and Ameritech shall return it or the applicable certification to Requesting Carrier within ten (10) Business Days after Ameritech's receipt thereof.
5. Ameritech shall permit Requesting Carrier to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by Requesting Carrier's work center; provided, however, that no such Requesting Carrier-installed equipment shall interfere with the existing use of the Central Office.
6. Ameritech shall construct the collocated space in compliance with Requesting Carrier's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by Requesting Carrier at prices to be determined.
7. Ameritech shall provide Requesting Carrier two options to receive power for its collocation space. When ordering Physical Collocation, Requesting Carrier shall specify that Ameritech provide Central Office power to Requesting Carrier either (i) from an Ameritech BDFB to the Requesting Carrier's equipment bays or (ii) in the form of fused power feeds from Ameritech's

main power distribution board to Requesting Carrier's BDFB located in the designated Requesting Carrier equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Requesting Carrier equipment. The termination location shall be as mutually agreed upon by the Parties. If Requesting Carrier chooses to receive power via the fused power feeds, it shall pay Ameritech for all costs, as determined in accordance with the Act, incurred by Ameritech to establish such power.

8. Ameritech power equipment supporting Requesting Carrier's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the Requesting Carrier collocated space, at a level above the top of Requesting Carrier's equipment plus or minus two (2) feet to the left or right of Requesting Carrier's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for Requesting Carrier equipment upon completion of the equipment node construction in accordance with Requesting Carrier's request for Collocation.

9. Ameritech shall within ten (10) Business Days after the initial walkthrough provide Requesting Carrier with documentation submitted to and received from contractors for any work being done on behalf of Requesting Carrier that will be billed as extraordinary expenses.

10. Ameritech shall secure external access to the Physical Collocation space in its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's transmission equipment.

11. Ameritech shall within thirty (30) days of the Service Start Date provide to Requesting Carrier (i) work restriction guidelines related to any restrictions on the manner in which a Requesting Carrier contractor can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the collocation of equipment in Ameritech's Premises. Requesting Carrier acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify Requesting Carrier in a timely manner of any changes to such work restriction and technical guidelines.

PRICING SCHEDULE □ ILLINOIS¹

ITEM I — 9-1-1 Service

See Exhibit PS-I

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- 1 Certain of the rates, charges and prices contained in this Pricing Schedule have been established by the Commission pursuant to its February 17, 1998 order, issued in Docket No. 96-0486, 96-0559, consolidated, as amended by its Amendatory Order dated April 6, 1998 (the "TELRIC Order"). If the Commission determines that the rates, charges and prices set forth herein are inconsistent with the Commission's decision in the TELRIC Order, either Party shall, upon written notice to the other Party, have the right to include or substitute rates, charges and prices that confirm to the TELRIC Order. Notwithstanding anything to the contrary in this Agreement, including Section 29.3, if the Commission, a court or other tribunal of competent jurisdiction issues an order or decision modifying the TELRIC Order (a "Modifying Order"), either Party shall, upon written notice to the other Party, have the right to require that this Agreement be amended to reflect such Modifying Order and such amended or new rates, charges or prices shall be effective as if such rates, charges and prices were originally established in the applicable TELRIC Order.

ITEM II — Reciprocal Compensation/Transit Service Charge

A. Reciprocal Compensation

- | | |
|--------------------------------------|------------------------------------|
| 1. End Office Local Termination | \$0.003746 per minute |
| 2. Tandem Switching | \$0.001072 per minute |
| 3. Tandem Transport Termination | \$0.000201 per minute |
| 4. Tandem Transport Facility Mileage | \$0.000013 per minute ² |

B. Transit

- | | |
|----------------------------------|-----------------------|
| 1. Transit Tandem Switching | \$0.004836 per minute |
| 2. Transit Transport Termination | \$0.000189 per minute |
| 3. Transit Facility Mileage | \$0.000093 per minute |

ITEM III — Ancillary Traffic

Ancillary Services Billing and Collection:	\$0.03 per message
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ITEM IV — BLV/BLVI Traffic

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|--|--------------------|
| A. Busy Line Verification (BLV): | \$0.936756 per use |
| B. Busy Line Verification Interrupt (BLVI):
(in addition to BLV charge) | \$1.094538 per use |

ITEM V — Unbundled Network Elements

² Mileage calculated from the originating Party's point of Interconnection to the terminating Party's End Office.

A. Unbundled Loop Rates

1. Recurring Rates

	Monthly Rates Access Area ³		
	<u>A</u>	<u>B</u>	<u>C</u>
2-Wire Analog			
Basic	\$2.59	\$7.07	\$11.40
Ground Start	\$2.64	\$7.84	\$12.38
COPTS Coin	\$2.67	\$8.09	\$12.72
Electronic Key Line	\$2.95	\$12.18	\$17.92
4-Wire Analog	\$4.08	\$16.82	\$26.63
Digital			
ISDN - 2-Wire	\$2.71	\$8.88	\$13.68
4-Wire 64 Kbps	\$62.12	\$61.34	\$62.36
4-wire 1.544 mbps	\$73.46	\$61.45	\$61.56
2-Wire ADSL-Compatible	\$2.59	\$7.07	\$11.40
2-Wire HDSL-Compatible	\$2.59	\$7.07	\$11.40
4-Wire HDSL-Compatible	\$4.08	\$16.82	\$26.63
Cross Connect Charge (additional, per cross connect):			
2-wire		\$0.14	
4-wire		\$0.31	
6-wire		\$0.45	

³ "Access Area" is defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

8-wire	\$0.62
DS1	\$0.43
DS3	\$0.76

Service Coordination Charge	\$1.15
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2. Non-Recurring Rates

Service Order-Establish/Change: (Business or Residence)	\$13.17 ^{4 5}
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Line Connection: (Business or Residence)	\$25.08 ⁶
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B. Network Interface Device ⁷	No charge
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C. Switching

1. Unbundled Local Switching

	<u>Non-Recurring</u>	<u>Monthly</u>
A. Custom Routing		
- per new LCC, per switch	\$232.00	---

⁴ The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

⁵ This is an interim rate per Second Interim Order.

⁶ The Line Connection Charge applies to each Loop.

⁷ Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire).

B. ULS Ports

- Basic Line Port, per port		\$5.01 ⁴
- Ground Start Line Port, per port	---	\$5.78
- COPTS-Coin Line Port, per port	---	\$5.78
- ISDN-Direct Port, per port	---	\$28.42
per telephone number	---	\$0.01
- DID Trunk port, per port [low priority]	---	\$10.63
per telephone number	---	\$0.01
add/rearrange each termination	---	---
- ISDN Prime Trunk Port, per port	---	\$155.90
per telephone number	---	\$0.01
add/rearrange channels	---	---
- Digital Trunking Trunk Port, per port	---	\$102.08
[low priority]		
- Custom Routing Port, per port		
per individual trunk termination	---	\$56.78
- Centrex Basic Line Port, per port	---	\$9.55
- Centrex ISDN Line Port, per port	---	\$42.07
- Centrex EKL Line Port, per port	---	\$27.84
- Centrex Attendant Console Line Port, per port	---	\$86.89

C. Centrex System Charges

- System Features, per common block	---	\$304.33
- Common Block establishment, each	\$491.38	---
- System features change or rearrangement, per feature, per occasion	\$66.04	---
- System feature activation, per feature,		

	<u>Non-Recurring</u>	<u>Monthly</u>
per occasion	\$260.52	---
2. Service Charges		
Initial Port Connection Charge - Line Port	\$53.01	---
Initial Port Connection Charge - Attendant Console Port	\$106.01	---
Initial Trunk Port Connection Charge	\$778.06	---
Subsequent Port Connection Charge	\$29.17	---
Service Ordering Charges		
- <u>Initial</u>		
Line port, per occasion	\$16.37	---
Trunk port, per occasion	\$410.63	---
- <u>Subsequent</u>		
per occasion	\$16.37	---
- Record Order per occasion	\$14.60	---
Conversion Charge		
- change from one type of line-port to another, per each changed	\$47.75	---
Ameritech Cross-Connection Service per carrier transport facility,		
- 2-Wire (Line port), each	---	\$0.14
- DSI (Trunk port) (each individual trunk)	---	\$0.43
3. Service Coordination Fee		
- per carrier bill, per switch	---	\$1.15
4. Subsequent Training		
- per Company person, per hour	\$80.14	

	<u>Non-Recurring</u>	<u>Monthly</u>
5. Unbundled Local Switching (ULS) Usage		
- Billing Development - per Switch per TC	\$138.12	---
		<u>Minute-of-Use</u>
- Per minute-of-use or fraction thereof	---	\$0.000000 ⁸
Daily Usage Feed - per Message charge	---	\$0.000918
D. Unbundled Tandem Switching		
Tandem Trunk Port (DS1) with Features	---	\$122.79
Service Order Charge per DS1	\$410.30	---
Line Connect Charge per DS1	\$780.07	---
Subsequent Changes, per Trunk group	\$29.15	---
DS-1 Cross Connect	---	\$0.43
	<u>Per Minute</u>	
Usage Without Tandem Trunks Initial	\$0.000569	
	<u>Monthly</u>	<u>Non-Recurring Charge</u>
E. Interoffice Transmission Facilities DS1		
1. Entrance Facility		
- Per Point of Termination Terminating Bit Rate 1.544 Mbps		
Area A	\$73.46	---
Area B	\$61.45	---
Area C	\$61.56	---

8 Interim Rate Per Second Interim Order.

	<u>Non-Recurring</u>	<u>Monthly</u>
2. Interoffice Mileage Termination		
- Per Point of Termination		
1.544 Mbps		
Area A	\$17.35	---
Area B	\$17.35	---
Area C	\$17.35	---
Interoffice Mileage		
- Per mile		
1.544 Mbps		
Area A	\$1.88	---
Area B	\$1.88	---
Area C	\$1.88	---
3. Optional Features and Functions		
(a) Clear Channel Capability		
- Per 1.544 Mbps Circuit Arranged		
Area A	---	\$443.18
Area B	---	\$443.18
Area C	---	\$443.18
(b) Interconnection Central Office Multiplexing		
- DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport		
Area A	\$275.34	---
Area B	\$275.34	---
Area C	\$275.34	---
(c) DS1 Cross Connect	\$000.43	---

F. Interoffice Transmission Facilities - DS3

1. Entrance Facility
 - Per Point of Termination

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
(a) DS3 with Electrical interface		
- Per Termination		
Area A	\$686.47	---
Area B	\$768.77	---
Area C	\$752.87	---
2. Interoffice Mileage Termination		
- Per Termination		
- Electrical		
Area A	\$146.93	---
Area B	\$146.93	---
Area C	\$146.93	---
Interoffice Mileage		
- Per Mile		
Area A	\$29.81	---
Area B	\$29.81	---
Area C	\$29.81	---
3. Optional Features and Functions		
(a) Interconnection - Central Office Multiplexing		
- Per Arrangement		
- DS3 to DS1		
Area A	\$404.30	---
Area B	\$404.30	---
Area C	\$404.30	---
(b) DS3 Cross Connect	\$000.76	---
G. Interoffice Transmission Facilities - OC-3		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 155.52 Mbps	\$311.34	---

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 155.52 Mbps	\$342.69	---
Interoffice Mileage		
- Per Mile 155.52 Mbps	\$208.80	---
3) Optional Features and Functions		
a) OC-3 Add/Drop Multiplexing		
- Per arrangement	\$542.03	---
b) Add-Drop Function		
- Per DS3 Add or Drop	\$105.15	---
- Per DS1 Add or Drop	\$32.48	---
c) - Cross-Connection of Services		
OC-3 to OC-3 Cross-Connect		
- Per Circuit	\$76.83	\$2,819.25
d) 1+1 Protection		
- Per OC-3 Entrance Facility	\$41.59	---
e) 1+1 Protection with Cable Survivability		
- Per OC-3 Entrance Facility	\$41.59	\$2,819.25
f) 1+1 Protection with Route Survivability		
1) Per OC-3 Entrance Facility		Apply Rates and Charges as (c) above plus (2)
below		
2) Per Quarter Route Mile	\$62.34	---

H. Interoffice Transmission Facilities - OC-12

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 622.08 Mbps	\$547.79	---
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 622.08 Mbps	\$571.38	---
Interoffice Mileage		
- Per Mile 622.08 Mbps	\$376.16	---
3) Optional Features and Functions		
a) OC-12 Add/Drop Multiplexing		
- Per arrangement	\$637.78	---
b) Add/Drop Function		
- Per OC-3 Add or Drop	\$146.47	---
- Per DS3 Add or Drop	\$31.77	---
c) Cross-Connection of Services OC-12 to OC-12 Cross-Connect		
- Per Circuit	\$405.01	---
d) 1+1 Protection		
- Per OC-12 Entrance Facility	\$205.74	---
e) 1+1 Protection with Cable Survivability		
- Per OC-12 Entrance Facility	\$205.74	\$2,819.25
f) 1+1 Protection with Route Survivability		
1) Per OC-12 Entrance Facility		

as

Apply Rates and Charges

(d) above plus (2) below

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
2) Per Quarter Route Mile	\$54.20	---
I. Interoffice Transmission Facilities - OC-48		
1) Entrance Facility		
- Per Point of Termination Terminating Bit Rate 2488.32 Mbps	\$2,418.86	---
2) Interoffice Mileage Termination		
- Per Point of Mileage Termination 2488.32 Mbps	\$1,269.31	---
Interoffice Mileage		
- Per Mile 2488.32 Mbps	\$320.69	---
3) Optional Features and Functions		
a) OC-48 Add/Drop Multiplexing		
- Per arrangement (not to exceed 12 DS3s or equivalent)	\$724.77	---
b) Add/Drop Function		
- Per OC-12 Add or Drop	\$317.08	---
- Per OC-3 Add or Drop	\$146.91	---
- Per DS3 Add or Drop	\$ 49.90	---
c) Cross-Connection of Services OC-48 to OC-48 Cross-Connect		
- Per Circuit	\$981.34	---
d) 1+1 Protection		
- Per OC-48 Entrance Facility	\$848.18	---
e) 1+1 Protection with Cable Survivability		
- Per OC-48 Entrance Facility	\$848.18	\$2,819.25

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
f) 1+1 Protection with Route Survivability		
1) Per OC-48 Entrance Facility Channel		Apply Rates and Charges
as		(d) above plus (2) below
2) Per Quarter Route Mile	\$96.65	---

J. Installation and Rearrangement Charges for Interoffice Transmission Facilities

Administration Charge, Per Order	Design and Central Office Connection Charge, Per Circuit	Carrier Connection Charge Per Termination	
DS1 Service			
1.544 Mbps			
Area A	\$406.61	\$632.71	\$585.51
DS3 Service			
44.736 Mbps			
Area A	\$308.22	\$671.16	\$377.25
OC-3 Service			
155.52 Mbps			
	\$123.65	\$564.71	\$875.11
OC-12 Service			
622.08 Mbps			
	\$123.65	\$564.71	\$875.11
OC-48 Service			
2488.32 Mbps			
	\$123.65	\$564.71	\$875.11

K. Signaling Networks and Call-Related Databases

1. Signaling Networks

Signaling Link	IL.C.C. 21 Section No. 6
Port Termination	\$263.19 (monthly)

Signaling Switching IAM	\$0.000133 per message
Signal Transport IAM	\$0.000084 per message
Signal Formulation IAM	\$0.000451 per message
Signal Tandem Switching IAM	\$0.000299 per message
Signal Switching TCAP	\$0.000108 per message
Signal Transport TCAP	\$0.000057 per message
Signal Formulation TCAP	\$0.000324 per message

Non-Recurring Costs

Port Termination	\$714.11
Originating Point Code per service added or changed	\$24.75
Global Title Address Transfer per service added or changed	\$13.31

2. Call-Related Databases

Unbundled Local Switching Interconnection

-800DB Call-Routing Query	\$0.002314
-800DB Routing Options	\$0.000615

Local STP Interconnection

-800DB Carrier-ID-Only	\$0.001237
-800DB Routing Options	\$0.000234

Regional STP Interconnection

-800DB Carrier-ID-Only	\$0.001129
-800DB Routing Options	\$0.000125

Carrier-Provided Operator Services

Interconnection at local STP

-LIDB Validation	\$0.016151
-LIDB Transport	\$0.000132

-Out-of-Region-Query \$0.061778

Interconnection at regional STP

-LIDB Validation \$0.016151

-LIDB Transport \$0.000020

Unbundled Operator Services

-LIDB Validation \$0.016151

-LIDB Transport \$0.000510

-Out-of-Region-Query \$0.062160

3. Service Management Systems

Access to Databases - to the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

L. Operator Services and Directory Assistance

1. Operator Services

Manual Call Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

\$0.364 per occurrence

Automated Call Assistance Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

\$0.019 per occurrence

Branding per trunk group - \$299.73 non-recurring charge

2. Directory Assistance

Branding is a one-time charge assessed, on a per trunk group basis, for the mechanized front-end branding of Directory Assistance calls.

Information Call Completion rates apply on a completed call basis. In addition to the charge for Information Call Completion, normal Directory Assistance charges, and applicable usage charges apply, if the call is completed on the Company's network. If a call is not completed, only the appropriate charge for Directory Assistance Service will apply.

Rates do not include custom routing, unbundled Network Elements, end office or tandem switching (where requested).

	<u>Price Per Call</u>	<u>Non-Recurring Charge</u>
Information Call Completion, per completed call	\$0.022	---
Branding, per trunk group ⁹		\$299.73

	Monthly Payment Term Payment Plans			
<u>Description</u>	<u>1 Month</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Directory Assistance, Term Payment Plan, rate per call	\$0.258	\$0.255	\$0.250	\$0.245

The minimum period for the Term Payment Plan is one month, unless otherwise specified. The month-to-month price is subject to Company initiated changes.

3. Directory Assistance Facilities

Access to Databases - To the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

M. Rates for Maintenance.¹⁰

1. Trip Charge - \$69.27 per trouble dispatch.

⁹ When branding service is provided on a combined toll and assist Operator Service and Directory Assistance trunk group basis, as technically feasible, a single branding charge will apply. The telecommunications carrier is also responsible for the rates applicable to custom routing, transport and any other services or network elements it orders to deliver its traffic to the Company's switch on separate direct trunks.

¹⁰ Rates as of the Effective Date. The rates for maintenance shall be revised from time to time consistent with those rates that Ameritech charges its retail Customers.

2. Time Charge - \$28.52 per quarter hour with a quarter hour minimum and quarter hour increments.

N. Common Transport

ITEM VI — Wholesale Resale Services

A. See Schedule 10.1

ITEM VII — Collocation

See Exhibit PS-VII

ITEM VIII — Structure

See Exhibit PS-VIII

ITEM IX — Service Provider Number Portability

	<u>I.N.C.</u> ¹¹	<u>Per Month</u> ¹¹
A. SPNP-Remote		
per number ported	\$0.00	\$0.00
per additional call path (1-5)	\$0.00	\$0.00
per additional call path (6-90)	\$0.00	\$0.00
B. SPNP-Direct		
Service Establishment Charge		
per SPNP-Direct Trunk group, per switch	\$00.00	\$0.00
SPNP-Direct Channel Termination charges,		
per SPNP-Direct VG channel termination	\$00.00	\$00.00
per SPNP-Direct DS1 channel termination	\$00.00	\$00.00

11 Rates suspended pending Commission approval of a competitively neutral cost recovery mechanism.

SPNP-Direct Number Charges, per number ported	\$00.00	\$00.00
SPNP-Direct Transport Charges,		
per SPNP-Direct VG transport	\$00.00	\$00.00
per SPNP-Direct VG w/o transport	\$00.00	\$00.00
per SPNP-Direct DS1 transport	\$00.00	\$00.00
per SPNP-Direct DS1 w/o transport	\$00.00	\$00.00
Subsequent additions, deletions or rearrangement of SPNP-Direct trunk terminations in addition to above charges		
per occasion	\$00.00	\$00.00

EXHIBIT PS-I

RATE TABLE — ILLINOIS

E911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 100 Access Lines¹ serviced by the E911 Network: \$29.62 per month.

The per 100 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access Lines	Trunks provided at no additional charge
01 - 1,500 =	2 Trunks
1,501 - 7,500 =	3 Trunks
7,501 - 18,500 =	4 Trunks
18,501 - 33,500 =	5 Trunks

Should Exchange Carrier desire more trunks than those described above, Exchange Carrier shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update: Update of the ALI/DMS data base from paper copies of service order activity furnished by Exchange Carrier, charge per updated record: \$6.66

Address and Routing File: \$276.55 per request per NPA (per quarter)²

¹ Or fraction thereof. The minimum charge will be based upon 100 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS database, including those that are outside of the Customer's geographical boundary jurisdiction, but within Requesting Carrier's exchange boundary and set for routing via the E911 network.

² This charge applies for entire NPA or fraction thereof.

E9-1-1 Control Office \$1,314.83 non-recurring charge per
Software Enhancement - E9-1-1 Control Office
Connection Charge
SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide E911 Service described in Section 3.9 and selected by Requesting Carrier in the Exchange Area(s) in which both of the following conditions are met: (1) Requesting Carrier is authorized to provide local exchange Telecommunications Services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

B. Requesting Carrier Updates:

If Requesting Carrier elects to furnish daily updates to the Customer information contained within the Requesting Carrier database, Ameritech will provide Requesting Carrier with the proper address to which updates should be sent.

COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION — ILLINOIS

	<u>Non-Recurring Charges</u>	<u>Monthly Recurring</u>
Order Charge/Per Order	\$300.50	---
Central Office Build Out		
- per Initial 100 sq. ft. Floor Space Request/C.O.	\$30,648.22	---
- per Add'l 100 sq. ft. Floor Space Request/C.O.	\$11,926.23	---
Cable Vault Splicing/per Initial splice	\$209.75	---
Cable Vault Splicing/per Subsequent splice	\$15.55	---
Splice Testing/per Initial Splice Test	\$48.13	---
Splice Testing/per Subsequent Splice Test	\$2.83	---
Cable Pulling from Manhole to Cable Vault/ per First foot	\$227.60	---
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	\$1.14	---
Cable Pulling from Cable Vault to the transmission node/per First foot	\$84.93	---
Cable Pulling from Cable Vault to the transmission node/per add'l foot	\$0.84	---
Power Delivery/per Power Lead	\$1,802.03	---
Transmission Node Enclosure/ per initial 100 sq. feet	\$4,844.41	---
Transmission Node Enclosure/ per Add'l 100 sq. feet	\$1,631.53	

Diverse Riser/per Floor Traversed	\$501.99 <u>Non-Recurring Charges</u>	--- <u>Monthly Recurring</u>
Space Reservation Charge/per Each request	\$801.93	---
Central Office Floor Space/per 100 sq. ft.	---	\$516.28
Riser Space/Foot	---	\$1.15
Entrance Conduit/per Innerduct per foot	---	\$0.06
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH ---	\$0.28	
200 Conductor Electrical Cross Connect Block	---	\$64.25
Digital Cross-Connect Panel (DSX-3)/per DS-3 Termination	---	\$15.21
Digital Cross-Connect Panel/per DSX-1 Panel (Up to 56 DS-1 Term)	---	\$48.56
Optical Cross-Connect Panel/per OCX Panel Segment	---	\$5.84
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	---	\$0.57
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	---	\$7.29
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/per Each	---	\$64.25
Digital Timing Source/per Synchronization Signal Provided	---	\$12.81
DS-1 Repeater---	\$5.95	

DS-3 Repeater---

\$34.51

COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION — ILLINOIS

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
Service Order	\$115.26	---
Optical Line - Cable Vault Splicing/ per Initial Splice	\$209.75	---
Optical Line - Cable Vault Splicing/ per Subsequent Splice	\$15.55	---
Optical Line - Splicing Test/ per Initial Splice	\$48.13	---
Optical Line - Splicing Test/ per Subsequent Splice Test	\$2.83	---
Optical Line - Cable Pulling - Manhole to Vault/ per First Foot	\$227.60	---
Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot \$1.14	---	
Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot	\$84.93	---
Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot \$0.84	---	
Optical Line - Diverse Riser/per Floor Traversed	\$501.99	---
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	\$3,207.73	---
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/ per Add'l 7' Bay Installed on Initial		

or Subsequent Order	\$1,603.87	---
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	\$2,405.80	---
Project Management Fee/ per additional shelf installed on subsequent order	\$1,443.48	---
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	\$1,924.64	---
Power Delivery/per 7' Bay Installed	\$1,802.03	---
Thru-Connect per DSX-1 to DSX-1	\$7.13	\$0.24
Thru-Connect per OCX to OCX	\$7.13	\$1.72
7' Bay (Company Provided)/per Bay	\$452.34	\$26.28
7' Bay (Customer Installed/Pre-Packaged)/per Bay	---	\$22.34
Optical Line - Entrance Facility/per Foot	---	\$0.06
Optical Line - Riser Space/per Foot	---	\$0.26
Optical Line - Riser Space/per Fiber Termination	---	\$1.51
Power Consumption:		
Measurement Costs Per Customer Arrangement	\$2,911.85	---
Monthly Billing Costs Per Customer Arrangement	---	\$11.49
Kilowatt Engineering Costs-Existing Arrangements	\$272.47	---
Per KWH---	\$0.28	
200 Electrical Conductor Cross-Connect Block/ per Block	---	\$64.25
Digital Cross-Connect Panel/ per DS-3 Termination	---	\$15.21
Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations)	---	\$48.56

	<u>Non-Recurring Charge</u>	<u>Monthly Charge</u>
Optical Cross-Connect Panel/ per Panel Segment	---	\$5.84
Digital Timing Source per Timing Circuit	---	\$2.57

EXHIBIT PS-VIII
STRUCTURE PRICING³

POLE ATTACHMENT AND CONDUIT OCCUPANCY ACCOMMODATIONS

	<u>Non-Recurring Charge</u>	<u>Per Year</u>
Administrative Fee		
- per request or assignment	\$200.00	
Pole Attachment Fee		
- per pole, per year for each one foot of usable space occupied and for each power supply or equipment case or cabinet attached to a pole		\$2.36
Conduit Attachment Fee		
- per foot of innerduct occupied per year		\$0.41 ⁴

3 The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

4 If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

EXHIBIT PS-VIII
STRUCTURE PRICING⁵

A. The following fees, rates and charges apply to Attachment to Ameritech Structure.

1. **Administrative Fees.** Administrative Fees cover the cost of establishing records, databases and systems, the processing of assignment of permits and similar administrative procedures to accommodate a Requesting Carrier's request for Attachment. Administrative Fees are payable with Requesting Carrier's initial request for Attachment, and for assignment of any permit, or series of permits, to a single assignee. Administrative fees are not refundable.

Administrative Fee - \$200.00 per request of assignment.

2. **Maps, Records and Information Charges.** Maps, Records and Information charges cover the cost of researching and preparing records and information and preparing maps or drawings in order to provide access to the same to a Requesting Carrier. Charges for these services will be as follows:

- a. **Initial Map Preparation** - The full cost to Ameritech to prepare a map or record for access by a Requesting Carrier.
- b. **Record Searches and Information Requests** - The full cost to Ameritech to research records and assemble information to respond to a Requesting Carrier's request for information and, if applicable, to meet with the Requesting Carrier to clarify the map, record or information.

Prior to initiating Initial Map Preparation or Record Searches and Information Requests, the Requesting Carrier shall deposit with Ameritech against the charges therefor Ameritech's estimated amount of charges associated with the requested Initial Map Preparation or Record Search and Information Request. The Requesting Carrier shall pay the amount by which the costs of the request exceeds the estimate. Ameritech will reimburse to the Requesting Carrier the amount by which the deposit exceeds the actual cost of the request.

3. **Make Ready Work Charges.** Make Ready Work Charges include all of Ameritech's costs to prepare Structure for the Attachments of the Requesting Carrier, including engineering, field surveys, permits, construction, rearrangement, replacements, inspections, administration and supervision.

5 The rates set forth above are currently the charges for the lowest existing contract available to an attaching party in the State of Illinois and shall be adjusted periodically consistent with the terms of the Agreement.

- a. The charges for Make Ready Work are the full cost to Ameritech to perform the required work.
- b. Prior to commencing any Make Ready Work by Ameritech, the Requesting Carrier shall deposit with Ameritech against the Make Ready Work Charges, Ameritech's estimated amount of the Make Ready Work Charges. The Requesting Carrier shall pay the amount by which the Make Ready Work Charges exceeds the deposit. Ameritech will refund to the Attaching Party the amount by which the deposit exceeds the Make Ready Work Charges.
- c. For requests for access to Ameritech's Ducts, Conduit or Rights-of-way, the Requesting Carrier shall make separate deposits for field survey Make Ready Work to determine the actual availability of space based on Ameritech's records and for the Make Ready Work to prepare the Rights-of-way or conduit for the Requesting Carrier's Attachment.
- d. In the event that other Requesting Carriers, including Ameritech, share in the responsibility for the modification to Ameritech's Structure, the deposits required by this section shall be the Requesting Carrier's proportionate share of the Make Ready Work Charges.

4. Attachment Fees. Attachment Fees are the recurring charges to the Requesting Carrier to place and maintain its Attachments in or on Ameritech's Structure.

- a. Attachment Fees are due and payable twice each Contract Year in advance. On January 1 of each year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of December 1 of the previous year. On July 1 of each Contract Year, the Requesting Carrier will be billed for its Attachments to Ameritech's Structure in place and for which Make Ready Work has been completed as of June. Any Attachments made within each billing period will be billed at the time of the Attachment for the entire billing period.
- b. Pole Attachment Fees
 - i) The Attachment Fee for poles applies to each pole on which the Requesting Carrier has placed its Attachment or for which Make Ready Work pursuant to a request for access has been completed.
 - ii) Pole Attachment Fee: \$2.36 per pole, per year for each one foot of space occupied by the Requesting Carrier's Attachments.
- c. Duct or Conduit Attachment Fees

- i) The Attachment Fee for duct or conduit applies to the total number of feet of Ameritech's conduit system or ducts in which the Requesting Carrier placed Attachments or for which Make Ready Work pursuant to a request for access has been completed.
- ii) The length of the duct or conduit occupied is measured from wall to wall of the manholes, or from the wall of the manhole to the end of the Ameritech's conduit system or duct occupied by the Requesting Carrier's Attachment, plus the cable racking and maintenance loop space measured by the length of the Requesting Carrier's cable within each manhole.
- iii) If Requesting Carrier's partial occupancy of a continuous conduit system or duct renders the remainder of any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion unusable.
- iv) If Requesting Carrier occupies an entire duct, the Attachment Fee shall be twice (2) times the rate per Inner-duct foot for the Attachment.
- v) Conduit Attachment Fee:

\$0.41⁶ per foot of Inner-duct or cable racking and maintenance loop space occupied per year.

d. Rights-of-Way Attachment Fees:

- i) The Attachment Fee for use of linear rights-of-way applies to the total linear footage of strips of land three feet (3') wide suitable for direct buried or trench placement of cable facilities of Ameritech's right-of-way in which the Requesting Carrier has placed Attachments or for which Make Ready Work pursuant to a request for access has been completed and is priced on a case-by-case basis.
- ii) If Requesting Carrier's partial occupancy of a continuous linear right-of-way renders the remainder or any portion thereof unusable, the Attachment Fee applies to both the portion occupied and the portion rendered unusable.
- iii) The Attachment Fees for the Requesting Carrier's equipment cabinets or enclosures placed on Ameritech's rights-of-way will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the

6 If an Attaching Party occupies an entire duct, the Attachment Fee shall be two (2) times the rate per innerduct foot for the Attachment.

right-of-way in question including the consumption of useable space of the right-of-way by the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment.

- iv) The Attachment Fees for the Requesting Carrier's Attachments to Ameritech's rights-of-way within buildings or on campuses owned by third parties will be priced on a case-by-case basis, depending upon the proposed Attachment and the characteristics of the right-of-way the Attachment and its useability for the Attachments of others, including Ameritech's, after the Attachment, and the cost to Ameritech of the right-of-way in question.

e. Period Inspection Fees

Periodic inspection fees will be assessed to cover the Requesting Carrier's portion of the costs to Ameritech to make periodic inspections of its Structure with respect to the Attachments of the Attaching Party and other attaching parties.